

AGREEMENT
BETWEEN
GREATER PEORIA CONTRACTORS AND
SUPPLIERS ASSOCIATION, INCORPORATED
GALESBURG AREA CONCRETE CONTRACTORS
AND
OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION, LOCAL UNION #18, AREA 206
COVERING
BUILDING CONSTRUCTION

EFFECTIVE: May 1, 2009

EXPIRES: April 30, 2012

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This agreement made and entered into the date, May 1, 2009, by and between the Greater Peoria Contractors and Suppliers Association, Incorporated, and all other employers historically working under this agreement or previous or subsequent version hereof, hereinafter called, variously, the "Employers" or the "Contractor" as the context of this agreement shall indicate is applicable, the Operative Plasterers' and Cement Masons', Local 18, Area 206, hereinafter referred to as the "Union" or "employee".

WITNESSETH THAT

Whereas, the Employers are individuals, partnership, or incorporated firms, owners, and stockholders who are not members of any organized labor union but who are engaged in work requiring the services as provided by the union.

Whereas, the EMPLOYERS COVERED BY THIS AGREEMENT are Contractors engaged in the construction, maintenance, and the repair industry; and

Whereas, the UNION is a labor organization affiliated with the American Federation of Labor, and represents all employees covered by this Agreement; and

Whereas, the parties hereto have heretofore established and are currently maintaining Trust Funds for the purpose of providing Retirement benefits for the employees of said EMPLOYERS; and

Whereas, the parties hereto have heretofore established and are currently maintaining an Apprentice Educational and Training Trust Fund for the purpose of providing training and education for Apprentices in order to provide a sufficient pool of qualified and skilled journeymen; and

Whereas, the EMPLOYERS recognize the UNION as the sole and exclusive bargaining representative of all employees of the EMPLOYERS performing the work set forth herein and such other work which the Union may hereafter acquire jurisdiction; and

Whereas, it is the mutual advantage of the parties hereto to enter into a written agreement getting forth wage rates, Pension Fund, Health and Welfare Fund, Annuity Fund, Apprentice Education Training Fund and Vacation Fund, contributions, working conditions and any other terms and conditions of employment with respect to the employees and the work covered by this Agreement.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

RECOGNIZED TERRITORIAL CLAIM OF
OPERATIVE PLASTERERS AND CEMENT MASONS
LOCAL UNION NO. 18, AREA NO. 206

This Agreement is effective in KNOX, WARREN, AND PART OF MERCER AND FULTON COUNTIES. All of Knox and Warren Counties: The northern position of Fulton County west of Canton and Farmington, south to a line established north of Cuba, and in the southeastern corner of Mercer County in the State of Illinois.

ARTICLE II

SECTION 1

GENERAL: This Agreement shall apply to all projects, work, or operations in boundaries of Local 18, Area 206, and within such areas as the Union may have or hereafter acquire lawful jurisdiction.

SECTION 2

This agreement shall become EFFECTIVE AT 12:01 A.M., May 1, 2009, and shall continue to 12:00 midnight, April 30, 2012. Either party reserves the right to open this contract for the negotiation of wages or benefits. The party desiring to do so, must notify the other party by certified or registered mail at least 60 days prior to April 30, of any year. If either party wishes to modify this Agreement, for reasons other than wages or benefits, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to April 30, 2012. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration, by and between the parties in area-wide bargaining, from year to year thereafter, such notices shall be deemed adequately served if sent by certified or registered mail to the parties hereto at the following addresses:

UNION:

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL OF AMERICA,
LOCAL 18, AREA 206
400 NE JEFFERSON AVE, SUITE #300
PEORIA, IL 61603

EMPLOYER:

GALESBURG, ILLINOIS - Area contractors (Individuals & Group) Knox County, Warren County, Fulton County (northwestern portion) Mercer County (southeastern portion).

SECTION 3

The Preamble and Declaration of Principles contained in this contract have been adopted and made part of this agreement and have been affirmed as the principles under which the contracting parties agree to operate, based upon the understanding that both parties have a common interest in furthering the Cement Industry by establishing a working system for harmonious relations necessary to improve and further the relationship between the employer, union, and public which we serve.

SECTION 4

ENFORCEMENT: The failure by the Union to enforce any term or condition of this Agreement or to seek a remedy for any breach hereof shall not constitute a waiver of any of its rights in the future enforcement of all its terms and conditions.

SECTION 5

DISCRIMINATION: Neither the Union nor the Employer shall jointly or severally, at anytime during the life of this Agreement, directly or indirectly, discriminate in any way whatsoever against any Employer or Employee or applicant for employment, by reason of race, color, creed, sex, age, or national origin.

ARTICLE III

COLLECTIVE BARGAINING

SECTION 1

UNION REPRESENTATIVE: The duly authorized representative of employees, if having in his possession proper credentials, shall be permitted to visit jobs during working hours, to interview the contractors or the workmen, but shall make every effort not to interfere with the progress of the work.

SECTION 2

OBLIGATIONS OF THE EMPLOYEES: All new employees shall be required to become a member of the Union after the expiration of seven (7) days of employment or seven (7) days after the execution of this agreement, whichever is later, and shall remain members of the Union in good standing as a condition of employment.

Good standing shall mean tender of the initiation fees and dues uniformly required as a condition of acquiring or retaining membership.

Employees covered by this Agreement at the time it is signed, and who are members of the Union at that time, shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time, shall be required to join the Union seven (7) days after the date of execution of this Agreement and remaining members of the Union in good standing.

SECTION 3

FAILURE TO BECOME OR MAINTAIN MEMBERSHIP IN UNION: Any employee who refuses or fails to become a member of the Union or fails to maintain his membership therein in accordance with Section 2 of this Article, shall forfeit his right of employment, and the employer shall immediately discharge such employee, provided, however, that the foregoing shall be strictly interpreted, construed, and applied in accordance with the applicable provisions of the National Labor Relations Act, as amended, in the event of the amendment or repeal of such legislation rendering possible a higher type of Union security. Such higher form of security shall automatically become effective when the same is legal and permissible. If it is necessary to execute any amendment to this agreement at a later date for such purpose in order to make such additional Union security legal, then the parties shall execute such amendment immediately upon being requested to do so by the Union.

ARTICLE IV

BUILDING AND MISCELLANEOUS BASIC CRAFT JURISDICTION

SECTION 1

Cement Masons will be employed on all cement work, insofar as this work shall not conflict with the National Board for Jurisdictional awards. The craft jurisdiction covered by this Agreement shall include the following work: the screeding, bull floating, and finishing of all types of concrete floors, slabs, footings, caissons, and walls and other types of asphalt floors: The operation and control of all types of vacuum mats used in the drying of cement floors in

preparing same for finish; operation of floating and troweling machines; the running of all base 6" or less compound of cement, magnesite, composition, oxide chloride, and other plastic materials; the setting of all strips, screeds, and bulkheads when set to grade and used as a screed; setting of all curb forms, sidewalk forms, including steel sidewalk and paving forms, setting of all parking lot forms inside property line, all stakes and grades; all glass set in cement; the pointing, patching, and caulking around all steel or metal frames where set in concrete; screeding and finishing of gypsum material roof; all dry packing, grouting, and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks that are set in concrete foundations; all waterproofing with the material mixed in cement mortar, setting of all expansion strips in building, sidewalks, and driveways, the cutting, caulking, and scoring of joints, whether done by hand or machine, the handling of the cement gun up to 1 ½" thick in concrete patching and all finishing of same regardless of thickness; the screeding, darbying, and trowel finishing of all types of magnesium oxychloride cement composition floors, and all epoxy materials, the application and sanding of all underlayment; the grinding and patching of concrete where finishing tools are used, including the improvisation of such tools; the patching and rubbing of all precast concrete, the polishing to expose aggregate, the laying and finishing of all waylite, gypsum, zonolite, elasticell, or any additive comparable to the aforementioned being used for the specific purpose of roofdeck or flooring material; the plugging and waterproofing of tie and cone holes whether by concrete, plastic, or any other material; the snapping of all ties and cutting of nails and wires that are left after stripping where patching is involved; and all such other work over which the Union may acquire jurisdiction during the terms of the Agreement of any renewal term hereof. Bush hammering, chipping, grinding, patching, and brushing of all types of concrete, floors, ceiling, columns, walls, abutments, culverts, beam seats, and all road surfaces. The rodding, spreading, and tapping of all concrete, the spreading and finishing of all top materials, sills, coping, steps, stairs, risers, and walls. The setting of all lines and grades. The setting of all forms, up to 12" high and or one form high, whether it be wood, metal, or any other forming material. The driving of all stakes for grade line, forms, kickers, and footings pertaining to concrete. The curing of finished concrete wherever necessary, whether by chemical compound or otherwise. All preparation and process of pervious concrete.

SECTION 2

LABOR SPECIALIST: Pouring, spreading, vibrating, all preparatory work done for the placement of concrete. To be used only with the permission of the Business Manager.

ARTICLE V

SECTION 1

NEW EQUIPMENT: Whenever a Curb Machine, Laser Screed, or any other similar type machines, any other new equipment or procedure is to be used on any type of work covered by this Agreement, which in this opinion of the Union could effect the job security of employees covered by this Agreement, a pre-job conference will be held between the employer or his representative and the President and Business Representatives of the Union, on each specific job, for the purpose of determining the complement of Cement Masons needed to complete all of the work under the jurisdiction of the Union. Further, each specific pre-job conference shall reach a mutual understanding and agreement before each specific job begins. If the employer's plan to utilize such new equipment or procedure is not formulated until after the commencement of the job, such equipment or procedure may not be used until the parties meet and resolve the issue as provided above.

SECTION 2

Whenever any new equipment (machine) or procedure is to be used, contractor agrees to notify Union before aforesaid is put into operation.

ARTICLE VI

SAVING AND SEPARABILITY

SECTION 1

Nothing contained in the Agreement is intended to violate any federal, state, or local law, rule or regulation made pursuant thereto. If any part of this Agreement is construed, by a court or board of competent jurisdiction, to be in such violation, then that part shall be null and void, but the remainder of the Agreement shall continue in full force and effect and the parties shall immediately commence negotiations for a new provision or provisions to replace that portion which was declared legally defective.

SECTION 2

HEALTH AND SAFETY: All work covered by this Agreement shall be performed in strict compliance with Occupational Safety and Health Act of 1970 (O.S.H.A.) And applicable regulations issued pursuant thereto; said statute and regulations are hereby incorporated by reference into this Agreement and made a part hereof. Steward shall see that above is strictly adhered to.

SECTION 3

INJURIES: Any Employee injured while working for Employer and requires treatment by a doctor or emergency treatment and is unable to return to work, shall be paid a full day's (8 hours) wages at the regular contractual rate. Any Employee under the care of a doctor must furnish a release from the doctor prior to returning to work.

ARTICLE VII

ARBITRATION

SECTION 1

A Joint Arbitration Board shall be created for the purpose of promoting harmony, resolving differences as to the interpretation of this Agreement, averting disputes and recommending means of settlements of such other problems as may arise.

SECTION 2

In the event that a dispute cannot be adjusted within 24 hours by the Steward and/or the Business Representative and the Employer's representative and/or the Employer, the same shall be referred to a Board of Arbitration. Said Board shall be made up of three representatives designated by the Employer and three representatives designated by the Union. This Board shall convene not later than two days after the dispute has been referred to it.

SECTION 3

In the event the Arbitration Board is unable, by majority vote, to agree, they shall submit the dispute to an impartial arbitrator chosen by the Board. If the Board is unable to agree on an impartial arbitrator, they shall select an arbitrator appointed by the Federal Mediation and Conciliation Service. The decision of the impartial arbitrator shall be final and binding on both parties.

SECTION 4

The cost of arbitration shall be jointly borne by both parties, provided, however, that each party shall pay any expense incurred in the presentation of its case.

SECTION 5

All disputes between the parties regarding the interpretation or performance of any of the terms or conditions of this Agreement, shall be submitted to arbitration in the matter provided herein, except such disputes, complaints, or grievances as arise out of the failure or refusal of the Employer to comply with the provisions of the Recognition and Union Security Clauses, or the failure or refusal of the Employer to pay wage rates as provided for in contractual wage rate covering overtime and shift work, or fails to pay fringe benefits if provided for in this Agreement

SECTION 6

There shall be no strike or lockout pending the deliberation and decision of the Joint Arbitration Board.

SECTION 7

The Employer agrees to recognize the jurisdictional claims of the Union that have been established by agreement with other crafts, awards contained in the Green Book, or as a result of decisions of the impartial Joint board for Settlement of Jurisdictional Disputes.

The Employer and the Union severally agree to be governed by the terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the Construction Industry (hereinafter referred to as the "plan").

SECTION 8

It is further agreed that should compliance with any law, Federal or State, or any amendment thereof, of any order of regulation issued there-under, prohibit the carrying out of any of the provisions of the Agreement, then to the extent of such deviations, or prohibition, this Agreement shall be deemed to have been automatically amended, other regulation continues in force, or until the expiration of this agreement, whichever event shall first occur.

ARTICLE VIII

SUBCONTRACTORS

In order to protect the economic standards set forth in this Collective Bargaining Agreement for on-site construction work, it is understood that the Employer shall subcontract work only to a sub-contractor who is signatory to this Agreement, or who shall become signatory to this Agreement. Provided, however, that on signatory type work, such as but not limited to epoxy injection, etc., and where no signatory sub-contractors are available, the above provision shall not apply.

ARTICLE IX

SECTION 1

AREA RESIDENTS: On all job sites in this jurisdiction, all of the Cement Masons employed shall be members of Local 18. The Employer may bring in only one key man from another jurisdiction, unless Local 18, Area 206 cannot provide Cement Masons.

SECTION 2

EMPLOYING CEMENT MASONS:

(A) The Cement Masons foreman and superintendent/contractor in charge of the job shall determine the number of Cement Masons necessary to handle the job. If they disagree, the Employer shall be responsible for any inferior work if it develops the cause was from working shorthanded.

(B) The Union agrees to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of any hiring arrangement.

SECTION 3

HIRING: The contractor agrees that he or his representatives shall hire Cement Masons, but notification should be made to head Cement Masons as to the number of men to be used on that project. The contractor will notify the union representatives 24 hours prior to the start of work the number of men needed for that project. The Union, when requested by the employer to furnish that project. The Union, when requested by the employer to furnish employees, shall refer employees in a non-discriminatory manner and without respect to union affiliation. The Employer shall retain the right to reject any job applicant referred by the Union. If the Union is unable to furnish regular employees, the employer may hire from any source available.

SOLICITATION OF WORK: Cement Masons may solicit their own work. When doing so and they are hired by a contractor, the employee will notify the union hall within eight (8) hours from time of hire.

SECTION 4

RECALL: The Employer shall have the right to recall any former employee covered by this Agreement who has previously been employed by the Employer within said territorial jurisdiction and who is available for work.

SECTION 5

UNION RECOGNITION: The Employer recognizes the Union as the representative and bargaining agent for all employees of member employers of the Association performing work properly coming under the jurisdiction of the Operative Plasterers & Cement Masons' International Association as defined in its trade autonomy and under any agreement made by and between the Union and any other International Unions recognizes the Greater Peoria Contractors and Suppliers Association as the exclusive bargaining agent of those members of the Greater Peoria Contractors and Suppliers Association, who have assigned their bargaining rights to the Association. All parties bound to this collective bargaining agreement hereby stipulate and agree that the legal basis for recognition of the Union and the negotiation and execution of this Agreement is the Union's majority status under Section 9 (a) of the Labor Management Reporting and Disclosure Act of 1959.

SECTION 6

APPRENTICES:

A. The Standards and implementation of the Apprenticeship and Training Program and all matters related to training shall be determined and governed by a Joint Apprenticeship and Training Committee which shall be composed of an equal number of Employers and Employees.

B. An employer is encouraged to employ Apprentices in accordance with the ratio of Apprentices to Journeymen as established by the JATC Standards. An Employer who employs four (4) or more journeymen shall use every reasonable means to employ at least one (1) apprentice, and where practical shall employ one (1) additional apprentice for each additional five (5) journeymen employed, whenever apprentices are available.

C. The wage of an Apprentice shall be determined and adjusted as the JATC directs. The wage of an Apprentice shall not be less than seventy (70) percent of the Journeyman scale nor more than ninety-five (95) percent of the Journeyman scale.

SECTION 7

TRAINEES:

A. For the purpose of this agreement, a Trainee is defined as any person who is neither a Journeyman, or a Registered Apprentice.

B. Wages of a Trainee shall be established and maintained at seventy (70%) of the Journeymen's' basic scale when working on non-prevailing wage work.

C. One Cement Mason Trainee may be employed on a job where one or more Journeymen Cement Masons are steadily employed. Additional trainees may be employed by mutual consent of Employer and Union Business Representative.

SECTION 8

PRE-APPRENTICE/TENDERS:

A. Pouring, spreading, vibrating, all preparatory work done for the placement of concrete.

B. Wages	
1 st 3 months	60% of wages Welfare
After 3 months	60% of wages Welfare Annuity

C. Shall work under the supervision of Cement Masons' Foreman.

D. By mutual consent between Employer and Business Manager Pre-Apprentices/Tenders may be used.

E. After one (1) year Pre-Apprentices/Tenders will be able to apply and test for Apprentice Program.

ARTICLE X

SHOW UP REPORT FOR WORK

SECTION 1

REPORTING FOR WORK: Any person who reports for work is not placed at work for any reason whatsoever shall receive at least two (2) hours pay, unless notified by the Foreman in time not to show up for work. If a regular employee or a person other than a regular employee who is called for work, and brings his tools, is told to wait and not put to work, he shall receive a minimum of two (2) hours pay or the amount of time they are required to wait, whichever is greater. IF AFTER STARTING WORK EMPLOYEES ARE STOPPED DUE TO

who is called for work, and brings his tools, is told to wait and not put to work, he shall receive a minimum of two (2) hours pay or the amount of time they are required to wait, whichever is greater. IF AFTER STARTING WORK EMPLOYEES ARE STOPPED DUE TO INCLEMENT WEATHER, THEY SHALL RECEIVE WAGES FROM THE TIME THEY STARTED WORKING OR 8 A.M. WHICHEVER IS EARLIER FOR ACTUAL TIME WORKED. (2 HOURS FOR SHOW UP, 4 HOURS FOR STARTING WORK, 6 HOURS FOR WORKING PAST 12:00 NOON, AND 8 HOURS FOR WORK PAST 2:30)

SECTION 2

FIRST DAY WORK: When a journeyman or apprentice, plasterer, or cement mason who is called for work, brings his tools and is a qualified employee, on his first day of employment, he shall receive not less than eight (8) hours pay at contractual rate per hour. Not applicable in inclement weather.

SECTION 3

NORMAL WORKDAY/WORK WEEK: The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours exclusive of a one-half (½) hour lunch period which must begin between the 4th and 5th hour after the starting time, between 6:00 a.m. and 4:30 p.m., shall constitute the normal work day.

If the employee has not started eating in 4th to 5th hour, he will be paid one (1) hour at the applicable overtime rate (time and one-half (1 ½) Monday through Saturday and double-time (2) on Sundays and Holidays). Employees working one hour past the scheduled quitting time who are not given one-half (1/2) hour lunch break shall receive one-half (1/2) hour additional pay at the overtime rate.

Except as otherwise indicated in this article, all time worked over eight hours in any one day, Monday through Friday, and all work performed on Saturday shall be paid for at the rate of one and one-half (1 ½) times the hourly rate. Employees not receiving a 30 minute lunch break as designated above shall be paid one-half (½) hour at the time and one-half rate, and shall be allowed twenty (20) minutes to eat lunch before any additional concrete pours are started. All work perform on Sundays and Holidays shall be paid for at the double time rate.

SECTION 4

BASIC OVERTIME: (A) All work done on Sundays and Holidays shall be paid for at the double time rate. The following Holidays shall be celebrated as observed by the federal government: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Veteran's Day is to be celebrated the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager. If a Holiday falls on Saturday, it will be observed on the previous Friday. If a Holiday falls on Sunday, it will be observed on the following Monday.

SECTION 5

MISCELLANEOUS OVERTIME: Overtime shall be continuous with no deduction for time off taken for lunch period. After 4:30 p.m. employees shall be permitted a lunch period in sequence as the work permits at the first available opportunity without loss of time. Employee shall not be required to work more than 5 ½ hours without a lunch break.

SECTION 6

BREAK PERIOD: There shall be two ten minute break period during an eight (8) hour day shift.

An employer, or his designated job superintendent, shall determine when a ten minute "coffee break" shall be taken, reasonably near the middle of the morning and the second break reasonably near the middle of the afternoon not to interfere with the pouring of concrete. This does not apply to Article V.

SECTION 7

SATURDAY MAKE UP DAY: In the event of a lost workday on account of inclement weather, Saturday, may be a voluntary make up day by mutual agreement between the Business Manager and the Employer. Provided however, that employees shall receive premium pay when any other craft working on the job, in the employment of the employer, received premium pay from the Employer. The voluntary Saturday Make Up Day shall be available to only those employees on the project or projects where the week day shift was lost and any new hires that were ordered prior to the work day lost for the work day lost. There shall be no retaliation or discrimination towards employees that decline make up work.

SECTION 8

SPECIAL SHIFT: By prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight hours work plus thirty minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

ARTICLE XI

SLIP FORM WORK

SECTION 1

DESCRIPTION: Cement Masons shall be employed on all concrete tanks, silos, stacks, elevators, and smoke stacks. There must be three (3) seven (7) hour shifts for eight (8) hours pay when men are available. In the event men cannot be furnished for three (3) shifts, there may be two (2) twelve (12) hour shifts for eighteen (18) hours pay. Shifts must continue for the entire job and men shall be given twenty (20) minutes lunch period without loss of time. The minimum rate of pay for slip form work shall be as follows: 0 to 25 feet - thirty (30) cents per hour; 25 to 50 feet - sixty (60) cents per hour; 50 to 100 feet - one dollar (1.00) per hour; 100 feet and up - two (2.00) dollars per hour.

Shift Work - When so elected by the contractor, shifts of at least three (3) consecutive regular work days duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate of eight (8) hours work.

The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus 25 cents per hour for seven and one-half (7 ½) hours work.

The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate plus 50 cents per hour for seven hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift.

Shift clause shall apply on regular work week only. 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid at the rate in the individual agreements.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hour worked.

If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the contractor involved and the Union Business Representative.

(A) In the event that men are changed from one shift to another, there shall be eight (8) hours lapse between shifts, otherwise overtime rate shall be applicable.

(B) When a shift is started, the men shall be paid for the full shift whether or not discontinued unless the cause is inclement weather.

(C) All concrete shall be finished on the same shift in which it is poured and by the same men making the pour, unless by special permission of the Business Representative, except for slipforms and continuous pours.

SECTION 2

SPECIAL TOOLS: Employer agrees to furnish the following tools for use by his employee: Respirators, Goggles, Bull Floats, Brooms, Brushes, Chisels, Bush Hammers, Straight Edges, Knee Boards, Knee Pads, Buckets, Rubber Floats, Rubbing Stones, Nail Aprons, Special Base Tools, Special Edgers, Hard Hats where required, Overshoes, Cove Tools. Employer shall sharpen hand saws for employees after two weeks use on Employer's work. Gloves furnished when using Epoxies, Acid, Latex Floor Patching, or any irritant

SECTION 3

ORDINARY TOOLS: Employee agrees to furnish the following tools for his own use in performing his trade (craft); (but is not limited to these tools). Hand Trowels, Hand Floats, Edging Trowels, Grooving Trowels, Claw Hammers, Hand Saws, Hand Axes, Tape Measures, Rulers, Pliers, Metal Snips, Square and Level, Chalk Line, and Pencil.

SECTION 4

TROWEL/FLOAT MACHINES: Wherever in the geographic area covered by this Agreement a floating machine or troweling machine is operated on any floor, sidewalk, loading dock, or any other flat surface where cement, concrete, or other plastic material is being placed and finished, including the final operation and cleaning of said machines. The Employer shall assign a sufficient number of employees to precede the operation of said machine or machines to insure that the proper slab shall be made; the operator of such machine shall be a Cement Mason. Operation of riding trowel machine shall receive one dollar and fifty cents (\$1.50) more per hour. The operation of a troweling machine or kelly float shall receive seventy five cents (\$.75) more per hour.

ARTICLE XII

SECTION 1

STRAIGHT TIME HOURLY RATES: Except as otherwise provided herein, during the term of this Agreement, the Employer agrees to pay the straight-time hourly wage rates set forth in base wage rate attached hereto and made a part hereof, as such wage rates may be amended from time to time by area-wide bargaining.

SECTION 2

RETROACTIVITY: All negotiated increases in the wage rates and benefit contributions (including Pension, Health & Welfare, Annuity and Apprentice Funds) for the employees covered by this Agreement shall be fully retroactive on all hours paid, to and including May 1, 2009.

SECTION 3

TIME OF PAY (PAYDAY): It is agreed that the employees shall be paid before the end of the regular workday designated payday of each week except when the regular payday is a legal holiday, in which case they shall be paid on the day before such holiday at quitting time. Wages are to be paid in full up to and including three (3) work days preceding the regular designated payday.

SECTION 4

METHOD OF PAYMENT: At the option of the Employer, wages shall be payable in U.S. Currency or by bank check.

SECTION 5

PAY AT SEPARATION: Payment of wages shall be made once each week on the job during working hours. Not more than three working days pay shall be held back. In the event a bargaining unit employee is discharged, and the Employer does not have facilities at the job site to prepare payroll checks, the Employer or his representative shall give to the terminated employee a slip stating the number of hours and amount of wages to which employee is entitled. The terminated employee's pay check shall be mailed to the address provided to the employer by the employee within twenty-four (24) hours, weekends and holidays excluded. In case of lay-off, employee will be paid up to eight (8) hours straight time on the last day at the job site. Any overtime hours worked on the last day shall be mailed to the last address provided by the employee within one business day after lay-off excluding weekends and holidays. When an employee quits on his own accord, or by failing to report to work or abandoning his place of work, he shall receive his pay on the next regular pay day. Failure on the part of an Employer to have sufficient funds in the bank to meet pay checks shall be sufficient reason to deprive said defaulting Employer from the right to pay by check. In the event of such default, the defaulting Employer shall pay to the grieving employee the damage he may suffer. Employees shall be paid one a week on the job not later than 4:30 p.m. on Friday. Overtime shall be paid for any time after that hour the employee is required to wait for his, except for cause beyond the control of the Employer.

SECTION 6

WAGE PAYMENT VIOLATIONS: The Union shall have the right to call an immediate strike upon discovery of nonpayment or underpayment of wages. Benefit contributions shall be considered wages for purposes of this provision.

SECTION 7

ADDITIONAL VIOLATIONS: An Employer who is guilty a second time of paying less than the stipulated wage to an employee, the Union may deny such Employer further right to the employment of said employees during the term of this Agreement.

SECTION 8

INSUFFICIENT FUNDS: Failure on the part of said Employer to have sufficient funds in the bank to meet paychecks shall be sufficient reason to deprive said defaulting Employer of the right to pay by check; in the event of such default, the defaulting Employer shall pay to the aggrieved employee the damage he has suffered, not to exceed 10% of wages earned.

SECTION 9

SURETY BOND: At the discretion of the Union, any Employer signatory may be required to deposit with the Union a surety bond in the amount of \$50,000.00 to ensure that the Employer makes prompt payment of wages, fringe benefit payments, and maintains his Workmen's Compensation and Unemployment Compensation coverage as set forth in the Agreement. The Bond shall be continuous unless the Employer not longer employs members of the Union. Cancellation notice of 30 days required.

ARTICLE XIII

SECTION 1

FOREMAN: All foremen shall be qualified Cement Masons or Plasterers. The Employer shall authorize an employee to act as foreman with the power to issue orders to other employees. When there are two or more employees, one shall be designated Foreman. When there are four employees, the foreman shall receive fifty cents (\$.50) per hour above the contractual agreement. When there are seven or more employees, the foreman shall receive one dollar (\$1.00) per hour above contractual agreement. (Journeyman's basic wage.)

SECTION 2

STEWARD: In order to secure observance of the provisions of this Agreement, each job shall have a Steward who shall be appointed by the authorized Business Representative of the Union. In addition to his work as an employee under the terms of this Agreement, the Steward shall be permitted to perform during working hours, such of his normal union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall receive the regular rate of pay for a Cement Mason. It is understood and agreed that the Steward duties shall not include any matter relating to hiring, termination or discipline of employees, but Steward shall be informed. The Steward shall always carry a copy of this Agreement. In no event shall the Steward be discriminated against, by the Employer for faithful performance of his duties.

SECTION 3

APPRENTICE: The responsibility of selecting and employing an adequate number of apprentices to insure a continued supply of skilled craftsmen shall be vested in a Joint Apprenticeship Committee composed of equal representation by Union and Employer. The Joint Apprenticeship Committee shall determine the ability and qualification of each employer to employ apprentices. The selection, placing, and training of apprentices shall be vested in a Joint Apprenticeship Committee. The number of apprentices to be employed shall be determined by Joint Apprenticeship Committee based on continued surveys to determine the work opportunities and the availability of skilled craftsmen.

ARTICLE XIV

WORKMAN'S AND UNEMPLOYMENT COMPENSATION

Each Employer shall carry Insurance and contribute for each Employee to Compensation as required by the Government. The Employer shall furnish proof of coverage to the Union by presenting copies of certificates of Insurance and a copy of unemployment compensation certificate.

PREMIUM WORK

Employee shall receive seventy-five cents per hour above regular contractual rate for operating troweling machine and Kelly float and \$1.50 per hour above regular contractual rate for operation of the riding trowel machine.

ARTICLE XV

PERSONAL CELL PHONES: Personal cell phones and audible pagers are prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

ARTICLE XVI

BENEFITS

SECTION 1

Changes in any contribution amounts to any of the Funds listed in this agreement shall only be made annually, unless agreed to between the employers and union, on the Agreements anniversary dates. Under no circumstances may monies be deducted from the basic labor rate, as such practice is prohibited by the Illinois Department of Labor.

SECTION 2

PENSION: Effective through the completion of this Contract, unless otherwise notified, the Employer agrees to make pension contributions for each hour worked by all Employees covered by this Agreement in addition to wages herein stipulated.

Contributions are as follows:

May 1, 2009	\$5.90 per hour
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Contributions to be made to:

Operative Plasterers & Cement Masons Local 18
c/o QUORUM
3101 Greenhead Drive, Suite A
Springfield, IL 62711
(217) 793-7200

provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due, together with reasonable attorney's fees, and other such costs or changes as may be assessed by the Trustees pursuant to the Trust Agreement.

G. The Welfare Fund adopted by the Trustees of said Fund shall at all time conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the Fund as a deduction for income tax purposes.

H. The Union reserves the right to take any portion of the negotiated wages and/or wage increase and add such amount to the existing fringe benefit rate(s) or to establish other such Employee Benefit Funds or Plans. The Union will notify the Employer at least thirty (30)days prior to the contract anniversary date of any such changes or modifications.

SECTION 5

APPRENTICE TRAINING FUND: Effective May 1, 2006, the Employer agrees to make Apprentice Training Contributions of fifty cents (\$.50) per hour for each hour worked by all Employees covered by this Agreement in addition to wages herein stipulated.

Contributions to be made to:

Operative Plasterers & Cement Masons Local 18
c/o QUORUM
3101 Greenhead Drive, Suite A
Springfield, IL 62711
(217) 793-7200

SECTION 6

Vacation Fund Deduction: It is specifically agreed and understood by the parties hereto that after-tax deductions to a Vacation Fund shall be contingent upon adoption and execution of a valid Trust Agreement, Fund Description and Rules, signed Employee Deduction Cards and any other legally required documentation prior to Employer making Employee deductions to the Vacation Fund. Such fund shall not be established prior to May 1, 2009. Greater Peoria Contractors and Suppliers Association, Inc. shall be notified in writing at least sixty (60) days prior to May 1, 2010 or May 1, 2011 anniversary dates of the implementation of an after-tax Vacation Fund deduction and made a part of Addendum A.

ARTICLE XVII

WAGES

SECTION 1

Effective through completion of this Contract, unless otherwise notified, the Employer agrees that the hourly base wage rate for Journeymen covered by this Agreement shall be as follows for the dates as indicated below, and shall be in addition to other Employer contributions.
Effective May 1, 2009 through April 30, 2012.

WAGE RATE SCHEDULE:

Effective May 1, 2009

Wages \$24.69
Pension \$5.90
Annuity \$2.50
Health & Welfare \$5.05
Apprenticeship Fund \$.50

Future increases in this Agreement:

Effective May 1, 2010 - \$1.61
Effective May 1, 2011 - \$1.61

SECTION 2

Apprentice base wages is as follows:

First Year	60% of Journeyman's base hourly rate
Second Year	75% of Journeyman's base hourly rate
Third Year	90% of Journeyman's base hourly rate

Dues check-off 5% of total package.

SECTION 3

DUES DEDUCTION: Effective through completion of this Contract, unless otherwise notified, the employer agrees to deduct from the employee's gross wages five percent (5%) for the purpose of working dues.

Dues check-off \$2.03

Dues Check-off 5% of total package plus \$.10
(Dues check-off computed by multiplying the Base wage, health/welfare, pension, apprenticeship & .03 of drug testing x .05 + \$.10.)
(\$38.67 x 5% = \$1.93 + \$.10 = \$2.03)

Deductions shall be sent to:

Plasterers' & Cement Masons' Local 18, Area 206
400 NE Jefferson, Suite #300
Peoria, IL 61603

SECTION 4

The Combined Central Illinois Construction Industry Fund has been organized to improve public relations, to improve the standards of the Industry, to conduct educational programs, to conduct any program for the benefit of the construction industry and shall not conduct any Anti-Union or Political activity.

a. The EMPLOYER agrees commencing the first payroll following the effective date of this Agreement, to make payments to the Combined Central Illinois Construction Industry Fund "Trust" (hereinafter referred to as the "Fund") for each employee covered by this Agreement as follows:

1. May 1, 2009, for each hour, which an employee works, the EMPLOYER will contribute Five (.05) cents to the Fund

2. The payment to the Fund shall be made to the Combined Central Illinois Construction Industry Fund, which has been established under an Agreement and Declaration of Trust, the terms of which are accepted by the EMPLOYER. Payment will be made in accordance with Article II, Section II.

b. All contributions shall be made at such time and in such manner as the Trustees of the Fund shall require.

c. The UNION shall incur no liability of responsibility for the collection of such contributions to the CCICIF "Trust".

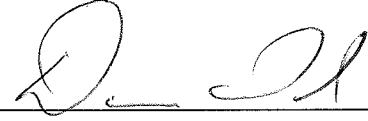
SIGNATORIES

FOR THE UNION:



Steve Clement
Business Manager
Operative Plasterers' and Cement Masons'
International Association,
Local Union #18, Area #206

FOR THE ASSOCIATION:



Dana Oaks
Executive Director
Greater Peoria Contractors and Suppliers
Association, Inc.

FOR THE EMPLOYER:

COMPANY: _____

ADDRESS: _____

SIGNED

BY: _____ DATE: _____

WAGE ADDENDUM A

SECTION 1

Effective through completion of this Contract, unless otherwise notified, the Employer agrees that the hourly base wage rate for Journeymen covered by this Agreement shall be as follows for the dates as indicated below, and shall be in addition to other Employer contributions.

Effective May 1, 2009 through April 30, 2012.

WAGE RATE SCHEDULE:

Effective May 1, 2009

Wages	\$24.69
Pension	\$ 5.90
Annuity	\$ 2.50
Health & Welfare	\$ 5.05
Apprenticeship	\$ <u>.50</u>
	\$38.64

Future Increases:

May 1, 2010 - \$1.61 (to be distributed)

May 1, 2011 - \$1.61 (to be distributed)

Dues Check-off \$ 2.03

Deduction shall be sent to:

Plasterers' & Cement Masons' Local 18, Area 206
400 NE Jefferson, Suite 300
Peoria, IL 61603

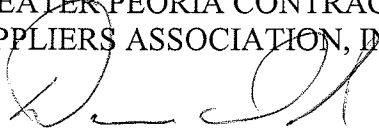
SECTION 2

Apprentice base wages is as follows:

First Year	60% of Journeyman's base hourly rate
Second Year	75% of Journeyman's base hourly rate
Third Year	90% of Journeyman's base hourly rate

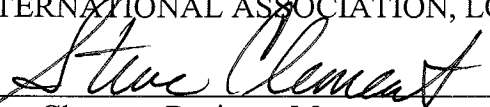
SIGNED

GREATER PEORIA CONTRACTORS AND
SUPPLIERS ASSOCIATION, INCORPORATED



Dana Oaks, Executive Director

OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION, LOCAL UNION #18, AREA #206



Steve Clement, Business Manager

**GREATER PEORIA CONTRACTORS AND
SUPPLIERS ASSOCIATION, INCORPORATED
AND
OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION #18, AREA 206
COVERING BUILDING CONSTRUCTION
IN
KNOX, WARREN, AND PART OF MERCER AND FULTON COUNTIES.**

All of Knox and Warren Counties. The northern position of Fulton County west of Canton and Farmington, south to a line established north of Cuba, and in the southeastern corner of Mercer County.

ADDENDUM 1

DRUG AND ALCOHOL POLICY

MAY 1, 2009

The parties agree that during the term of this Agreement, the Employer shall conduct random drug tests among employees covered by this Agreement as directed in conjunction with the Central Illinois Construction Trades Substance Abuse Testing Program. Reasonable cause shall include, for example; but is not limited to, visible impairment, possession, reports of on duty use, or involvement in an accident, injury or unsafe act.

Employees taking prescription medication which according to their physician have physical or mental side effects which could cause impairment on the job site, must report the medication to the site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of the same.

Terminations under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this Agreement to the same extent and in the same manner as all other grievances as defined herein.

Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes and shall give rise to a reputable presumption that the employee was in fact under the influence of alcohol or prohibited drugs.

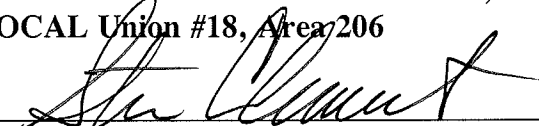
Funding will be a joint contribution of six cents (\$.06) per hour with each party contributing three cents (\$.03) per hour.

**GREATER PEORIA CONTRACTORS
& SUPPLIERS ASSOCIATION, INC.**

**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION,
LOCAL Union #18, Area 206**



Dana Oaks, Executive Director



Steve Clement, Business Manager